

A G R E E M E N T

BY AND BETWEEN

BOROUGH OF RINGWOOD

AND

RINGWOOD EMPLOYEES' NJELU LOCAL NO. 1

January 1, 1999 through December 31, 2001

LAW OFFICES of

WEISSMAN & MINTZ
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Somerset, N. J. 08873

RINGWOOD
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PREAMBLE

This Agreement, made and entered into on
1-1-99 by and between the BOROUGH OF RINGWOOD, in the
COUNTY OF PASSAIC, a Municipal Corporation of the State of New
Jersey (hereinafter referred to as the "Borough"), and the RINGWOOD
EMPLOYEES LABOR UNION ("NJELU") LOCAL NO. 1, RINGWOOD UNIT
(hereinafter referred to as the "Local or Union"), represents the
complete and final understanding on all bargaining issues between
the Borough and the Local and is designed to maintain and promote
a harmonious relationship between the Borough and such of its
employees who are covered by Article I, Recognition, in order that
more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

The Public Employment Relations Commission dated January 15, 1993, RO-92-190 certified the Ringwood Employees Local as the majority representative of all designated job titles set forth in **Schedule A and B** herein. In 1996, after a valid showing of interest, the Borough voluntarily recognizes the New Jersey Employees Labor Union Local No. 1 as the exclusive majority representative of all designated Ringwood employees in matters pertaining to wages, hours of work and other conditions of employment for all administrative employees employed by the Borough and as more specifically enumerated by job title in **Schedule A and B**.

ARTICLE II
MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to signing of the Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the Executive Manager and Administrative control of the Borough Government and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;
3. To suspend, demote, and discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE III
UNION REPRESENTATIVES

- A. Union activities, in addition to the rights of representation set forth herein, may be conducted on Borough property provided such activities do not occur during normal work hours, except as set forth below.
- B. The Unit Steward or his/her designee and the aggrieved member(s) shall be allowed to meet the Union's Attorney during working hours when said meeting is related to grievances, Public Employment Relations Commission (PERC) actions, disciplinary actions or potential disciplinary actions. Such meetings shall be with pay and not in any manner charged against the Unit Steward, designee, or aggrieved member so long as the total aggregate time does not surpass two (2) hours for each action. The Unit Steward and aggrieved member(s) shall be allowed to attend any grievance, arbitration or PERC hearing up to an aggregate of eight (8) hours annually without loss of pay, however will be restricted to the time of said hearing. The Borough will be provided reasonable written or verbal notice of such meeting, unless time is of the essence.
- C. The Local shall notify the Borough or its designees of the names of current Union officers responsible for processing grievances.
- D. The Local shall not conduct membership meetings on Borough property without written permission of the Borough Manager.

E. Upon written request of the Local, up to two (2) designated representatives of the Ringwood Unit shall be granted a maximum of two (2) days leave without pay to attend labor mini-conventions and/or seminars provided such leave does not impact Borough operations.

ARTICLE IV

SENIORITY, APPOINTMENT AND TRANSFER

- A. Seniority is defined as the total length of service of an employee with the Borough commencing with his/her latest date of hire.
- B. In conformance with Civil Service and other applicable regulations, and whenever possible and practicable, employees with the greatest seniority will be given preference in temporary promotions, in layoffs, recalls, shift assignments and vacation schedules.
- C. All regular appointments to positions in the competitive, noncompetitive and labor divisions of the classified service shall be subject to a working test period of three (3) months, and the provisions of the applicable Civil Service rules.
- D. The Borough shall provide a copy of the Date of Hire list established as of the last payroll of the calendar year by forwarding a copy to the Union Local/Shop Steward.
- E. Transfers may be made by the employer with due regard to the welfare of the employees and the needs of the Borough.
- F. The Local representatives shall be notified in writing and notices shall be posted, at least ten (10) days prior to any appointment, of the existence of job openings or vacancies, except for professional positions.

ARTICLE V

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

1. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate Department Director and having the grievance adjusted without the intervention of the Local.

B. Definition

The term "grievance" as used herein means any controversy arising over the violation, application, interpretation or adherence to the terms and conditions of this Agreement that may be raised by an Individual, the Local or the Borough.

- C. The Local & Unit representative or designee shall have the right to participate in all steps of the Grievance Procedure noted below:

D. Steps of the Grievance Procedure:

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

1. An aggrieved employee shall institute action

through the designated Local representative under the provisions hereof within five (5) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and the Borough for the purpose of resolving the matter informally. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance.

Step Two:

1. In the event the grievance has not been resolved at Step One, then within five (5) working days following the determination of the Department Director, the matter may be submitted to the Borough Manager.
2. The Borough Manager or his/her representatives shall review the matter and make a determination within five (5) working days from the receipt of the complaint.

Step Three:

1. In the event the grievance has not been resolved at Step Two, the Local may within ten (10) working days request arbitration. The arbitrator shall be chosen in accordance with the rules of the Public Employment Relations Commission.
2. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Borough Manager. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The Local shall pay whatever costs may have been incurred in processing the case to arbitration.
3. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
4. The costs for the service of the arbitrator shall

be borne equally between the Borough and the Local. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

5. The arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

E. Borough Grievances

Grievances initiated by the Borough shall be filed directly with the Local within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within the ten (10) calendar days after filing a grievance between the representative of the Borough and the Local in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with Step Three above.

- F. The Local shall designate two (2) representatives to be on call for grievance purposes.

ARTICLE VI

WORK WEEK

A. The normal work week for full-time employees assigned to Public Works Department (with the exception of the Administrative Secretary, see Paragraph B) shall consist of forty (40) hours per week, eight (8) hours per day, five (5) days per week, from Monday through Friday, and each employee shall have two (2) consecutive days off.

The normal work day shall commence at 7:00 A.M. and terminate at 3:30 P.M. and shall include a thirty (30) minute lunch period.

B. The normal work week for all other full-time employees assigned to Borough Hall shall consist of thirty-five (35) hours per week, seven (7) hours per day, five (5) consecutive days per week from Monday through Friday.

The normal work day shall commence at 9:00 A.M. and terminate at 5:00 P.M. and shall include a sixty (60) minute lunch period.

C. All employees, set forth in Schedule B may be required to record their work times by means of devices provided for such purpose by the employer.

D. The Planning Board and Board of Adjustment Secretary shall receive minute for minute compensatory time for attendance at all meetings.

- E. The Court Administrator and Deputy Court Administrator and Violations Clerk shall average thirty-five (35) hours a week on an annual basis.
- F. The positions designated in Schedule A are recognized and understood by all parties to be salaried positions and not subject to overtime compensation.
- G. The Health Officer and the Public Health Nurse are each compensated an extra \$5,000 annually for a Shared Service with the Borough of Wanaque for as long as the Shared Service continues and are to average forty (40) hours a week on an annual basis.

ARTICLE VII

COMPENSATION

- A. Effective as of **January 1, 1999** all employees covered by this Agreement shall receive a wage rate increase of **4.00%** over the rate as of the last payroll period of **1998** and as set forth for the particular job classifications as noted in **Schedule A and B**.
- B. Effective as of **January 1, 2000** all employees covered by this Agreement shall receive a wage rate increase of **4.00%** over the rate as of the last payroll period of **1999** and as set forth for the particular job classifications as noted in **Schedule A and B**.
- C. Effective as of **January 1, 2001** all employees covered by this Agreement shall receive a wage rate increase of **4.00%** over the rate as of the last payroll period of **2000** and as set forth for the particular job classifications as noted in **Schedule A and B**.
- D. Effective upon the execution date of this agreement all new hires shall be compensated at the discretion of the Borough from eighty (80%) percent to ninety (90%) percent of the top rate of employees within that title; after eighteen (18) months the said employee shall be compensated at ninety (90%) percent of the top rate of employees within that title;

after another eighteen (18) months the said employee shall be compensated at one hundred (100%) percent of the top rate for that title. Employees shall also continue to receive the contracted increases during this period. However, in the event a new hire may possess outstanding qualifications and/or experience in said title, the Borough Manager may at his/her discretion, hire that particular employee at 100% of said title with prior notification to the Union Local as to the qualifications and/or experience of said employee.

ARTICLE VIII

OVERTIME

A. Definition of Overtime

Authorized work performed in excess of the assigned normal weekly working hours as set forth under Article VI shall be considered overtime. The provisions of the Article shall apply to such overtime which has been properly directed and authorized in advance by the appropriate Department Head or their designee.

B. Payment for Overtime

1. Employees who are eligible for overtime (Schedule B) and are required to work in excess of their normal work week shall receive monetary compensation as follows:

For those employees, whose normal work week is in excess of their work week, but less than forty (40) hours, shall be compensated for at straight time and any hours in excess of forty (40) hours shall be compensated at one and one half (1½) time their regular hourly rate of pay.

2. The Municipal Court personnel shall receive holiday rate, which is two and one-half (2½) times their regular rate for call-out for three (3) holidays. All other call-outs shall be compensated at one and one half (1½) time their regular hourly rate of pay.

All call-outs shall be for a minimum of two (2) hours.

C. Holidays and Sundays

1. Employees who are required to work on a Sunday shall be paid at two and one-half (2½) times their

regular rate of pay unless Sunday is considered their regular day of work.

2. Employees who are required to work on a Holiday shall be paid, in addition to any Holiday pay due under the terms of this Agreement, as follows:
 - a. Where said work occurs between the hours of 7:00 A.M. and 3:30 P.M. for Public Works employees, and 9:00 A.M. and 5:00 P.M. for Clerical (office) employees such pay shall be at the rate of one and one half (1 1/2) their regular rate of pay for each hour worked.
 - b. For any hours worked not included within the schedule as set forth in sub-paragraph (a), payment shall be at the rate of two and one half (2 1/2) times their regular hourly rate of pay.
3. If any employee shall be absent from work on any day immediately prior to or immediately after any Holiday or Sunday, said employee will be paid at an overtime rate only while he or she has sick days remaining due to him or credit under the terms of the Contract.

D. When an employee is recalled for duty, the employee shall receive a minimum of two (2) hours pay at the appropriate rate. Employees shall remain on duty for the minimum period and shall account for their time in a working function.

E. For the purpose of this Contract, emergency is defined as a condition which necessitates corrective action immediately and which requires that employees be called back to work prior to or after their regular scheduled starting time.

- F. Employees shall work overtime when requested to do so, if possible, and failure to work as requested will result in the employee being charged with the overtime hours on the overtime distribution records.
- G. Initial assignment of overtime will be based on the most senior employee being offered the first assignment, and thereafter, assignments shall be on a rotating basis as per title seniority by department.
- H. Half hour meal time to be paid for when working all night or during snow storms or an emergency, except regular time which is to remain same as at present.
- I. When required to work in excess of their normal work week, Public Works Supervisors are to receive overtime to be compensated at 1 1/2 times their regular rate of pay and Sunday rate and Holiday rate where applicable.
Public Works Supervisors shall participate in a stand-by plan. The purpose of stand-by plan is for immediate response to winter emergency conditions. A minimum of one employee shall be assigned for a period of one (1) week (7 days) to be available during all off duty hours. The employee shall be assigned on a rotating basis by Superintendent of Public Works. The assignment of Stand-by schedule shall commence January 1st to December 31st, on an as-needed basis determined by Superintendent of Public Works. Personnel will be compensated at a rate of \$65.00 per week for each stand-by assignment; but in the event of a weekend standby only, they will be compensated at the rate of \$45.00 only. The stand-by employee shall be supplied a beeper by the Borough.

ARTICLE IX

HOLIDAYS

A. The following fourteen (14) days shall constitute paid Holidays for all permanent and full-time provisional employees:

New Years Day	Veteran's Day
Lincoln's Birthday	General Election Day or
Washington's Birthday	Martin Luther King's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Day before Christmas Day
Labor Day	Christmas Day
	New Year's Eve Day

The employee has the option to observe General Election Day or Martin Luther King's Day as a Holiday. General Election Day shall be the assumed Holiday unless the employee submits his/her option in writing to the Department Director or Manager no later than January 7th of each year. Each employee shall report for work on the non-selected Holiday with the exception of approved vacation. Failure to report for work on the non-selected Holiday may be cause for disciplinary action and/or suspension of the option or the employee in the future.

B. If a paid Holiday falls on a Saturday, the preceding Friday shall be considered as a Holiday. If the Holiday falls on a Sunday, the succeeding Monday shall be considered as the Holiday.

C. If a paid Holiday should occur during an employee's vacation, the employee shall have the option of extending the requested

vacation by one (1) day for each Holiday involved or deferring the time for use in the calendar year. The option shall be exercised in writing prior to the requested vacation period in which the Holiday occurs.

- D. Except in the case of authorized paid absences, employees must work the day before and after a scheduled Holiday if such days workdays in order to be paid for such Holiday.

ARTICLE X
VACATION LEAVE

A. Every employee subject to this Agreement shall be entitled to be paid vacation leave benefits per annum according to N.J.A.C. 4A:6-1.2 et. seq., of the Civil Service Rules for the State of New Jersey. Annual vacation leave with pay for all non-supervisory employees covered in this contract shall be as follows:

	<u>Per Year</u>
First year through five years	13
One day after fifth year to tenth year	16
One day after tenth year to fifteenth year	20
One day after fifteenth year and over	23

Vacation leave shall be applicable to any part-time employee on a pro-rated basis as per the State of New Jersey Administrative Code, N.J.A.C. 4A:6-1.2.

B. Annual vacation leave with pay for all the following employees;

Tax Collector
Public Works Supervisors
Assistant Superintendent of Public Works
Health Officer
Municipal Court Administrator
Tax Assessor
Building Inspector
Treasurer

covered in this contract shall be as follows:

	<u>Per Year</u>
First year through five years	15
One day after fifth year to tenth year	18
One day after tenth year to fifteenth year	22
One day after fifteenth year and over	25

- C. Vacations must be taken in the calendar year unless exigencies of Borough affairs require otherwise in which case the vacation time will be carried over to the following year.
- D. Any employee may submit a written request to the Borough Manager, November 1, to carry earned vacation leave from one year to the next.

ARTICLE XI

SICK LEAVE

A. Every employee subject to this Agreement shall be entitled to be paid sick leave benefits per annum according to N.J.A.C. 4A:1-1.3 et. seq., of the Civil Service Rules for the State of New Jersey.

B. Service Credit for Sick Leave

1. All permanent employees, or full-time provisional employees shall be entitled to sick leave based on their aggregated years of service.
2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease.
3. In the event that an employee expires prior to using all of their accumulated sick leave, the Borough shall pay said accrued sick leave to the employee's estate or surviving spouse at fifty (50%) percent of the employee's rate at the time of expiration up to a maximum of four thousand (\$4000) dollars.

C. Amount of Sick Leave

1. Sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter. Sick leave with pay shall accrue to any part-time employee on a pro-rated basis as per

the State of New Jersey Administrative Code,
N.J.A.C. 4A:6:1.3(b) .

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

D. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle one to sick leave, the employee shall notify his/her supervisor within one (1) hour of the employee's usual reporting time.
 - a. Failure to so notify one's supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
 - b. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. Verification of Sick Leave

1. An employee who is absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.
 - a. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.

- b. The Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action. Alleged abuses shall be investigated by the Borough Manager and reported to a representative of the Local.
- 2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
- 3. The Borough may require an employee who has been absent due to personal illness, as a condition of return to duty, to be examined at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing normal duties and that the employee's return will not jeopardize the health of other employees.
- 4. Employees may utilize five (5) sick days as personal days yearly, if not utilized, shall continue to accrue as unused sick days. To allow employees flexibility, the time encompassed in five (5) personal days can be taken in one half day increments. The employee shall be required to provide his/her Department Director a general explanation for the necessity of the personal leave day, which shall be of a pressing personal nature. Additionally, an employee shall be required to give reasonable notice, under the circumstances, and the Borough may disapprove the selection of a particular day if it would have a serious affect on the operation of the Borough.

5. Failure to complete a work day due to illness shall result in credit to sick time in one-half day increments.
6. An employee shall be compensated at the rate of \$25.00 per day for each day of accumulated sick time in excess of 30 days upon retirement, said compensation shall not exceed \$ 4,000.

ARTICLE XII
BEREAVEMENT LEAVE

- A. In the event of death in the immediate family (immediate family shall mean father, mother, sister, brother, husband, wife, child, up to three (3) days leave shall be granted annually.
- B. In the event of death in the family (family shall mean mother-in-law, father-in-law, grandmother, grandfather, brother-in-law, sister-in-law, where such relative is the actual sister or brother of the spouse or other relative who is an actual member of the household) up to three (3) days leave shall be granted annually from the employee's sick leave bank, if available.
- C. Should an employee require additional bereavement leave days within a calendar year other than provided for in Sections A and B of this Article then, the employee may use his/her accumulated sick leave days subject to the provisions set forth under Sections A and B.

ARTICLE XIII
LEAVES OF ABSENCE

Every employee subject to this Agreement may be granted a leave of absence according to the Family Leave Act.

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ARTICLE XIV
HEALTH INSURANCE

A. Effective upon execution of this Agreement, the Borough agrees to continue to provide the current Health Insurance coverage during the lifetime of this Agreement for all employees who work a minimum of thirty (30) hours per week and the eligible members of their families, except as to School Crossing Guards who are not covered by this provision, in accordance with the current hospitalization and medical and surgical plans.

1. Any employee employed by the Borough prior to the execution of this Agreement or June 30, 1996 and was receiving paid Health Insurance coverage by the Borough shall be grandfathered and continue to receive full health insurance coverage as enjoyed by other eligible employees and as set forth under this Agreement.

B. The Borough reserves the right to change insurance carriers during the lifetime of the Agreement as long as substantially similar benefits are provided by the new carrier.

C. For each calendar year of the Agreement the Borough will provide prescription coverage for each employee, except as to School Crossing Guards who are not covered by this provision, covered by this Agreement and the employee shall pay \$8.00 co-pay for all non-generic or brand-name prescriptions and \$3.00 co-pay for all generic prescriptions. The employee co-pay shall not be applicable to the Medical Plan deductible.

D. The Borough shall pay health benefits for all eligible employees and eligible members of the employee family, except as to School Crossing Guards who are not covered by this

provision, in accordance with the hospital and medical surgical plans as set forth in the Borough's hospitalization and medical surgical plan currently in existence. The deductible shall be \$250 per employee per year and \$500 per family per year.

E. The Borough shall pay vision expenses for all eligible employees covered by this agreement, except as to School Crossing Guards who are not covered by this provision, for the service indicated and up to the amount indicated in the schedules below:

<u>Service or Supply</u>	<u>Payment Limit</u>
Eye Examination	\$ 35.00
Frames and Lenses	\$ 100.00
Contact Lenses	\$ 105.00

This applies to eye examinations by a duly licensed physician, optometrist or ophthalmologist and changes for coverage eyeglass lenses, contact lenses and eyeglass frames in connection with the eye examination up to the amount listed in the schedule.

EXCLUSIONS

1. More than one eye examination per person during any calendar year.
2. More than one set of contact lenses or frame and lenses per person during any two (2) consecutive calendar years.

3. Service and materials, (a) in connection with special procedures such as orthoptics and vision training, or (b) in connection with medical or surgical treatment, or (c) provided under worker's compensation benefits.
4. Sun glasses, whether prescription type or otherwise, unless prescribed for user to be worn substantially at all times because of an ocular medical condition.
5. Eye examinations required, (a) by an employer as a condition of employment on which the employer is required to provide by virtue of labor agreement or (b) by a government body.
6. Duplicate or spare glasses, or any lenses or frames furnished to a covered individual for duplicate or spare eyeglasses.
7. Any service or supply unless the provider unconditionally requires payment without regard to this insurance.

8. Charges in excess of those usually made when there is no insurance or in excess of the general level in the area.

- F. The New Jersey Dental Service Plan III-A, or its equivalent, with full orthodontic benefits, for two (2) party coverage to be paid for on a fifty (50%) percent contributory basis by all participating plan members of the bargaining unit and shall become effective on January 1, 1995 for full family dental coverage for all members of the bargaining unit except school crossing guards.

- G. Effective January 1, 1995 the Borough shall provide disability benefits for all eligible employees, except as to School Crossing Guards who are not covered by this provision. Under this coverage the employee will pay one-third (1/3) of the premium coverage per annum. This Plan and Group Number shall be made an addendum to this agreement once the Plan is determined by the Borough.

ARTICLE XV

UNIFORM ALLOWANCE

- A. The Borough shall provide each employee annually with:
 - Four (4) pairs of pants
 - Four (4) long-sleeve shirts
 - Four (4) short-sleeve shirts
 - Four (4) tee shirts
 - Two (2) caps
 - Two (2) pair of work boots
 - One (1) light-weight jacket
- B. The Borough shall provide each employee every two years with:
 - One (1) set of rain gear with hood
 - One (1) heavy-weight jacket
- C. The Borough shall provide each employee every three years with:
 - One (1) lifting belt
- D. The Borough shall provide each Water Department employee annually with:
 - Two (2) pairs of hip boots
- E. Each employee must maintain, in good condition, the minimum supply of uniforms provided by the Borough and any replacement which is required will be done by voucher system at no cost to the employee.
- F. Allowances for Crossing Guards shall be at six hundred (\$600) dollars to be divided equally among all Crossing Guards.
- G. Employees shall report to work in complete uniform ready to work at their appointed start time.

ARTICLE XVI
EDUCATION ASSISTANCE PROGRAM

1. Tuition Aid Program

The Borough shall provide to all full-time employees the opportunity to participate in the Education Assistance Program and to receive financial assistance for tuition. This program is designed to provide opportunity for all full-time and permanent part-time employees, who work twenty (20) or more hours per week, to improve their job-related skills and job performance and helps to establish a source of trained staff who can effectively contribute to carrying out the mission of the Borough. This program encourages employees to obtain formal education on their own time in approved institutions of higher learning by reimbursing employees for their eligible costs. In addition to formal, degree granting programs, the Borough may also approve educational reimbursement to employees who participate in non-degree courses, where those courses or programs directly relate to either the employee's job performance or skills related to their Borough employment.

The criteria is as follows:

A. UNDERGRADUATE AND GRADUATE COURSES AND PROGRAMS

Permanent employees who have successfully completed their probationary period are eligible for educational reimbursement in the following areas of study, Accounting, Public Administration and Public Health, provided they obtain pre-approval of the courses or programs for which they intend to seek reimbursement.

Courses pursued must not interfere with the applicant's normal Borough job responsibilities.

Educational reimbursement for enrollment and continued participation in undergraduate and graduate degree programs or individual undergraduate courses must be directly related to the employee's specific current job functions, job-related responsibilities, reasonably feasible future job assignments or conceivable job positions within the areas of study set forth above.

B. PROFESSIONAL SCHOOLS

Educational reimbursement for professional schools (ie. Masters in Public Administration and Public Health) must be recommended in writing by the employee's supervisor and the Borough Manager.

The recommendation is evaluated and may be approved only if it has been determined that specific courses for which reimbursement is being requested are directly related to the employee's specific job responsibilities and functions. Professional school tuition reimbursement is subject to the same rates and limitations set for all other graduate studies.

C. AUTHORIZATION FOR SPECIAL COURSES

Educational reimbursement applications for specialized courses of study such as vocational training for secretarial or general clerical skills, certification or licensing examinations and certain review courses, upon approval of the employee's supervisor and Borough Manager.

An employee is eligible for educational reimbursement for non-academic training programs that directly relate to their current specific job function. The employee is only eligible for the reimbursement with the pre-approval of the program by the employee's supervisor.

D. COORDINATION WITH OTHER SOURCES OF FINANCIAL ASSISTANCE

All employee applicants must disclose all other training or educational allowances they are receiving on the application for Educational Reimbursement. Employees who

are entitled to receive training or educational allowances from other sources (ie. grants, scholarships, veteran benefits) can receive financial assistance under this Program only after funds from these other sources are fully utilized.

E. EDUCATIONAL REIMBURSEMENT PAYMENTS

Educational reimbursement payments are authorized by the employee's supervisor and the Borough Manager upon receipt of proof of payment and certification of having achieved a grade of "C" or better at the undergraduate level; or "C+" or better at the graduate level for each course taken, provided the applicant is still employed by the Borough on the date the course is completed.

For the applicant to sustain any educational reimbursement they must remain in the employ of the Borough for one (1) year for each year of education completed and this period shall begin immediately after the last completed course. Should the employee leave the employ of the Borough prior to fulfilling this requirement, then the employee must return any reimbursement received under the following schedule:

1. If the employee leaves immediately after completing courses or programs 100%

2. If the employee leaves one (1) year after completing courses or programs.....75%
3. If the employee leaves two (2) years after completing courses or programs.....50%
4. If the employee leaves three (3) years after completing courses or programs.....25%
5. If the employee leaves four (4) or more years after completing courses or programs.....0%

G. EDUCATIONAL ASSISTANCE ALLOWANCE

Actual tuition costs for both undergraduate and graduate shall be reimbursed at a credit rate not to exceed the per credit rate established by Rutgers, The State University at their Main Campus in New Brunswick, New Jersey and the total reimbursement shall not exceed \$10,000 per calendar year in the aggregate. Employees to be eligible for such reimbursement must notify Borough Manager before April 1st of each year.

H. TAX TREATMENT

The employee is personally responsible for any federal, state and local taxes which may be due under the current tax laws as a result of having received tuition reimbursement.

2. Required Training and State Certifications

Training programs and certifications authorized or required by the Borough, State of New Jersey or Federal Government (ie. Commercial Drivers License [CDL], Department of Environmental Protection Certification [DEPE], Department of Community Affairs Certification

[DCA]) shall be paid by the Borough. Payment for these training programs is separate and distinct from the compensation paid to employees in the form of wages. Employees may be authorized to attend training programs or acquire licensure during scheduled working hours subject to approval of the Borough Manager. The Borough shall pay reasonable expenses for meals, lodging, travel and associated expenses when necessary and may make attendance or acquisition mandatory.

ARTICLE XVII
MISCELLANEOUS

- A. This Agreement or any amendment hereto shall become final and binding after a Municipal Council Resolution authorizing the Mayor to execute it and after ratification by the Local membership pursuant to the By-Laws of the Local and execution by the authorized representatives of the Ringwood Employees' Local.
- B. If an employee is subpoenaed by the Borough to appear in court during working hours as a witness in connection with Borough business, the Borough shall grant time off with pay to attend Court. The Borough shall pay the difference between juror duty pay and employee's hourly pay.
- C. It is agreed that two Local Safety Committee representatives will be designated in writing to the Borough Manager by the president of the Local.

ARTICLE XVIII

BULLETIN BOARDS

Bulletin Boards shall be made available by the Borough at each work location for the use of the Local for the purpose of posting Local announcements and other information of a non-controversial nature. The Department Director or designated representative may have removed from the bulletin boards any material which does not conform with the intent and provision of this Article.

ARTICLE XIX
DEDUCTIONS FROM SALARY

- A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Local. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52: 14-15.9e as amended. Said monies together with records of any corrections shall be transmitted to the Local office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.
- B. If during the life of the Agreement there shall be any change in the rate of membership dues, the Local shall furnish to the Borough written notice prior to the effective date of such change and shall furnish to the Borough either new authorization from its members showing the authorized deduction for each employee of an official notification on the letterhead of the Local and signed by the President and Secretary-Treasurer of the Local advising of such changed deduction.
- C. The Local will provide the necessary "Check-off Authorization" form and the Local will secure the signatures of its members on the forms and deliver the signed forms to the Director of Finance. The Local shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Local to the Borough or in reliance upon the official notification on the

letterhead of the Local and signed by the President and Secretary-Treasurer of the Local advising of such changed deduction.

ARTICLE XX

AGENCY SHOP

- A. Upon the request of the Local, the employer shall deduct a representative fee from the wages of each employee who is not a member of the Local.
- B. These deductions shall commence ninety (90) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.
- C. The amount of said representation fee shall be certified to the employer by the Local, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Local to its own members.
- D. The Local agrees to indemnify and hold the employer harmless against any liability, cause of action or claim of loss whatsoever as a result of said deductions.
- E. The employer shall remit the amounts deducted to the Local monthly, on or before the 15th of the month following the month in which such deductions were made.
- F. The Local shall establish and maintain at all times a demand and return as provided by N.J.S.A. 34: 13A-5.5© and 5.6, and membership in the Local shall be available to all employees in the unit on an equal basis at all times. In the event the Local fails to maintain such a system, or if membership is not so available, the employer shall immediately cease making said deductions.

G. This article is subject to all provisions of N.J.S.A.
34:13A-5.5 et.seq..

ARTICLE XXI
NO STRIKE AND NO LOCK OUT

- A. During the term of this Agreement, the Local agrees, on behalf of itself, and insofar as is legally possible on behalf of each of its members, that there will be no strike of any kind and the Borough agrees that it will not cause any lockout.
- B. The Local covenants and agrees that neither the Local nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Borough. The Local agrees that such action would constitute a material breach of this Agreement.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Local or its members.

ARTICLE XXII
NON DISCRIMINATION

- A. There shall be no discrimination by the Borough or other Local against an employee on account of race, color, creed, sex or national origin.
- B. There shall be no discrimination, interference, restraint or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Local or because of any lawful activities by such employees on behalf of the Local. The Local, its members and agents shall not discriminate against, interfere with, restrain or coerce any employee covered under this Agreement who are not members of the Local.

ARTICLE XXIII
SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIV
FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXV

DURATION

This Agreement shall become effective as of January 1, 1999, and shall remain in full force and effect through December 31, 2001, except as otherwise set forth herein.

In the event the parties do not enter into a new Agreement on or before midnight of December 31, 2001, then this Agreement shall continue in full force and effect until a new Agreement is executed.

The parties agree that they will exchange written proposals for any proposed changes in this Agreement on or before September 30, 2001, and that they will thereafter meet and negotiate in an effort to determine the terms of a new Agreement.

IN WITNESS WHEREOF, the parties hereto have set their
hands and seals at Ringwood, New Jersey on this 7th day
of July, 1999.

RINGWOOD EMPLOYEES' LOCAL

(s) Jane C. Linter
Jane C. Linter
President
(s) Margaret Conway
Margaret Conway
Secretary

Dated: 2/7/00

BOROUGH OF RINGWOOD

(s) Scott Heck
Scott Heck
Mayor
(s) Kathleen Cenicola
Kathleen D. Cenicola
Borough Manager

Dated: 2.7.00

SCHEDULE A

The succeeding schedule represents all Titles included within the Local which have been agreed by the parties to be salaried and not subject to overtime compensation:

1. Assistant Superintendent of Public Works
2. Assistant Tax Collector
3. Assistant Treasurer
4. Building Inspector
5. Chief Financial Officer
6. Construction Sub Code Official
7. Director of Social Services
8. Director of Welfare
9. Fire Prevention Official
10. Fire Sub Code Official
11. Hazmat Coordinator
12. Health Officer
13. Public Health Nurse Supervisor
14. Recreation Director
15. Recycling Coordinator
16. Tax Assessor
17. Tax Collector
18. Tax Search Officer
19. Treasurer
20. Zoning Officer

SCHEDULE B

The succeeding schedule represents all Titles included within the Local which have been agreed by the parties to be non-salaried and subject to overtime compensation:

1. Accounting Assistant
2. Administrative Clerk
3. Administrative Secretary
4. Deputy Municipal Court Administrator
5. Land Use Administrator
6. Municipal Court Administrator
7. Part-time Clerk
8. Public Works Supervisors
9. Recreation Aide
10. Registrar of Vital Statistics
11. Sanitary Inspector
12. Secretary Planning Board
13. Secretary Board of Adjustment
14. School Traffic Guard
15. Violations Clerk